PENTAGON RENOVATION PROGRAM) (PENREN)

CONTRACTOR PERFORMANCE EVALUATION

MAY 2011
PMD 99-07C

Policy OPR: Acquisition Policy Group

1.0 References.

- a. FAR 36.201, Evaluation of contractor performance
- b. FAR 36.604, Performance evaluation
- c. FAR 42.15, Contractor Performance Information
- d. DFAR 236.201, Evaluation of contractor performance
- e. DFAR 236.604, Performance evaluation
- f. DFAR 242.15, Contractor Performance Evaluation
- e. DoD, A Guide to Collection and Use of Past Performance Information, dated May 1999
- 2.0 Applicability. This policy applies to all members of the PENREN Program.
- **3.0 Policy.** In accordance with FAR 42.1502(a) Performance Evaluation Reports will be prepared for each contract in excess of \$100,000, with the following exceptions:

Acquisition Type	Minimum Threshold
Construction	\$500,000 or more (See FAR 36.201(a)(i))
Construction	More than \$10,000 (See FAR 36.201(a)(ii), if terminated for Default)
Architect/Engineer (A/E)	More than \$25,000 (See FAR 36.604, evaluate design & construction)

- **4.0 Process.** See Enclosure 1 for details concerning Reports, Procedures, and Ratings. The 'Past Performance Top Ten' is included for information as Enclosure 2.
- 5.0 Effective Date. This Policy is effective immediately and it supercedes PMD 99-07B.

Walker Lee Evey Program Manager

2 Enclosures: As stated

PENTAGON RENOVATION PROGRAM (PENREN)

CONTRACTOR PERFORMANCE EVALUATION

Reports.

- a. Information on contractor's past performance is collected and used to improve the quality of the goods and services procured by the Department of Defense. The Contracting Officer is responsible for oversight of the collection, distribution, and filing of Contractor Performance Evaluation Reports. This directive, based on the principle that past performance is indicative of future performance, is a natural extension of the Government's desire to obtain "best value" for the dollars it spends.
- b. Evaluation Reports will be completed at the end of each contract less than twelve months in duration. Multi-Year contracts and contracts with Option Years will be reported annually as close to the anniversary of award as possible. The report will cover the last year only and will not address prior years or include a wrap up of prior years. If the contract ends 120 days or sooner after an annual report, the completion report may not be submitted except in cases of Award Fee, Termination for Default or Termination for Convenience. In addition to the requirements for annual and completion reports, Architect/Engineer contracts require reports at the end of the design phase and at the end of the construction phase. Interim reports may be completed on any contract at any time as directed by the Contracting Officer.
- c. Contractor performance reports are also required for "joint venture" contracts. The report will be prepared for the joint venture entity, not for each participating contractor. However, each contractor will be specifically identified in the performance report. When specific responsibilities of each contractor are known (e.g., systems integration, software development, et al..), include this information.
- d. Contract thresholds for performance evaluation apply to the "as-modified" face value of contracts. If the contract's original face value was less than the threshold, but subsequently the contract was modified and a new face value is greater than the threshold, evaluation is necessary. Evaluation starts with the first anniversary that the contract's face value exceeded the threshold.

Procedures.

- a. The Assessing Official, normally the Product Manager, Product Leader or the Geographic/Functional Integrated Program Team (IPT) Leader directly affected by the work, or having oversight responsibility for the contractor, will prepare the evaluation report in coordination with the Contracting Officer. Reference 1e is available at: http://www.acq.osd.mil/ar/doc/ppiguide.pdf
- b. The Assessing Official will complete the following, as applicable:

DD Form 2626, Performance Evaluation (Construction), (See Attachment 1) http://web1.whs.osd.mil/icdhome/DDEFORMS.HTM, for construction contracts;

DD Form 2631 Performance Evaluation (Architect/Engineer), (See Attachment 2) http://web1.whs.osd.mil/icdhome/DDEFORMS.HTM, for A/E contracts, or;

AFMC Form 162A-1, Contractor Performance Assessment Report, (See Attachment 3) http://web.deskbook.osd.mil/htmfiles/forms/DBY_Forms_Air_Force_Material_Command_Forms.asp, for all other types of contracts. If this link does not operate, go to DAD, Forms, Air Force Material Command Forms, scroll to AFMC 162A1, download and print.

These forms will be marked "For Official Use Only" when completed.

- c. After completion of evaluation, but prior to providing it to the contractor for comments, the Assessing Official will conduct a brief review of the report with IPT members who were involved with the contract. The Program Manager and Deputy Program Manager will be invited to this review. The evaluation may be revised following the review.
- d. After review, the performance report will be completed and provided to the contractor for comments within 60 days after the end of the rating period. A hard copy of the report will be furnished to the contractor by a cover letter from the Contracting Officer. This letter will request contractor comments within 30 calendar days of receipt and advise the contractor that failure to respond within the designated time frame will be taken as agreement with the assessment. The evaluation may be furnished electronically to the contractor, if the contractor concurs. Evidence of date of receipt by the contractor is required. The 30-day response deadline may be extended at the discretion of the Reviewing Official.
- e. Should the contractor submit a written response, the Assessing Official will include the response in the evaluation, attempt to resolve any significant discrepancies, and, after coordination with the Contracting Officer, make appropriate changes in the evaluation. The evaluation will then be submitted to the Reviewing Official who is the PENREN Program Manager for all contracts.
- f. A copy of the evaluation will be provided to: (1) the contractor as soon as practicable after completion of the review process, (2) the Contact File (original copy), and (3) distribution as indicated in paragraphs g and h below.
- g. Upon final completion of evaluation reports on construction or A/E contracts, the Contracting Officer will ensure that a final copy, including the contractor's input, is forwarded to the Acquisition IPT Project Manager and to:

Portland District Attn: CENWP-CT-I ACASS Center (*or CCASS Center, as appropriate) P.O. Box 2946 Portland, OR 97208-2946 Telephone: (503) 808-4590

Note: ACASS is the Architect/Engineer Contract Administration Support System. CCASS is the Construction Contractor Appraisal Support System. Technical questions may be directed to the Army Corps of Engineers at the above address.

h. The Contracting Officers will ensure a copy of the final Report, including contractor's input, is furnished to the Acquisition and Contracting Group Leader.

Ratings.

- a. Except as modified on the required reporting forms, personnel will utilize the following DoD rating system when evaluating performance:
- b. Exceptional/Outstanding. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- c. Above Average/Very Good. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- d. Satisfactory. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- e. Marginal. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- f. Unsatisfactory. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Attachments:

- 1. DD Form 2626
- 2. DD Form 2631
- 3. AFMC Form 162A-1

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

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PART III - EVALUATION OF PERFORMANCE ELEMENTS

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^{20.} REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)

A-E CONTRACTOR I.D. NUMBER (For ACASS use only) PERFORMANCE EVALUATION 1. A-E CONTRACT NUMBER (ARCHITECT-ENGINEER) 2. CONSTRUCTION CONTRACT NUMBER IMPORTANT: Be sure to complete back of form. If additional space is necessary for any item, use Remarks section on back. DELIVERY 3. TYPE OF EVALUATION NUMBER ORDER NO.(S) a. PHASE OF COMPLETION b. COMPLETION (X one) c. X IF APPLICABLE (if applicable) ENGINEERING SERVICES TERMINATION CONSTRUCTION DESIGN INTERIM ((Explain in Remarks) 6. NAME AND ADDRESS OF A-E CONTRACTOR 7a. PROJECT TITLE AND LOCATION 7b. DESCRIPTION OF PROJECT IF NOT EXPLAINED BY TITLE 8. NAME, ADDRESS AND PHONE NUMBER OF OFFICE RESPONSIBLE FOR: a. SELECTION OF A-E CONTRACTOR b. NEGOTIATION/AWARD OF A-E CONTRACT c. ADMINISTRATION OF A-E CONTRACT d. ADMINISTRATION OF CONSTRUCTION CONTRACT 9. A-E CONTRACT DATA (Items 9d thru 9g are not applicable during construction unless there are modifications to the A-E contract.) a. TYPE OF WORK (Design, study, etc.) b. TYPE OF CONTRACT INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) FIRM FIXED-PRICE TASK ORDER UNDER ID/IQ COST-REIMBURSEMENT OTHER (Specify) c. PROJECT COMPLEXITY d. CONTRACT OR TASK ORDER AMOUNT (1) INITIAL FEE DIFFICULT ROUTINE (2) CONTRACT OR TASK ORDER MODIFICATIONS (3) TOTAL FEE **AMOUNT** Ś e. CONTRACT OR TASK ORDER AWARD DATE f. NEGOTIATED CONTRACT OR TASK ORDER g. ACTUAL CONTRACT OR TASK ORDER COMPLETION DATE (or number of days) COMPLETION DATE (or number of days) (Including extensions) 10. CONSTRUCTION CONTRACT DATA (Not applicable at completion of design or engineering services not involving construction.) (2) A-E ESTIMATE FOR BID ITEMS (1) AUTHORIZED CONSTRUCTION COST (3) AWARD AMOUNT AWARDED a. CONSTRUCTION COSTS \$ \$ b. DATA AT TIME OF CONSTRUCTION COMPLETION NUMBER **TOTAL COST** (Completion date (1) CONSTRUCTION MODIFICATIONS \$ (2) CONSTRUCTION MODIFICATIONS ARISING FROM DESIGN DEFICIENCIES UNDETERMINED NONE PENDING \$ 11. A-E LIABILITY SETTLEMENT \$ 12. OVERALL RATING 13. RECOMMENDED FOR FUTURE CONTRACTS? SATISFACTORY UNSATISFACTORY **EXCEPTIONAL** CONDITIONALLY VERY GOOD MARGINAL NO (Explain "No" or "Conditionally" in Remarks.) 14a. NAME, TITLE AND OFFICE OF RATING OFFICIAL 15a. NAME, TITLE AND OFFICE OF REVIEWING OFFICIAL **TELEPHONE NUMBER:** TELEPHONE NUMBER: b. SIGNATURE c. DATE (Official Report date) c. DATE b. SIGNATURE AGENCY USE: (Distribution, etc.)

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f. OTHER (Specify)	ı	i					`					1			

FOR OFFICIAL USE ONLY (When Filled In) 16. PERFORMANCE EVALUATOR/PROGRAM MANAGER NARRATIVE GIVEN WHAT I KNOW TODAY ABOUT THE CONTRACTOR'S ABILITY TO EXECUTE WHAT WAS IN THE PROPOSAL, PROBABLY WOULD NOT PROBABLY WOULD I DEFINITELY WOULD NOT AWARD TO THAT CONTRACTOR TODAY GIVEN THAT I HAD A CHOICE. DEFINITELY WOULD 17. TYPE NAME AND TITLE OF PERFORMANCE EVALUATOR/PROGRAM MANAGER OFFICE SYMBOL PHONE SIGNATURE DATE 18. CONTRACTOR COMMENTS (Contractor's Option) 19. TYPE NAME AND TITLE OF CONTRACTOR REPRESENTATIVE **PHONE** DATE SIGNATURE 20. REVIEW BY REVIEWING OFFICIAL (Comments Optional) 21. TYPE NAME AND TITLE OF REVIEWING OFFICIAL OFFICE SYMBOL PHONE

SIGNATURE

DATE

Past Performance Top Ten List

- 1. FAR and DFARS rules apply to all PPI, however and whenever collected. This includes ensuring that contractors have the opportunity to comment on adverse PPI on report cards, as well as other PPI gathered under less formal collection methods.
- 2. PPI is "For Official Use Only" and should be so marked.
- 3. The performance assessment process begins with solicitation evaluation factors, and continues through contract performance assessments of award fee and past performance. Normally, the form and content of this assessment continuum should be consistent throughout the contract performance period to ensure successful performance.
- 4. The narrative is the most critical aspect of PPI assessments.
- 5. Performance assessments are the responsibility of the program/project/contracting team, considering the customer's input. No one office or organization should independently determine a performance assessment.
- 6. Performance assessments should be developed throughout the period of contract performance, and not held to the end of the performance period.
- 7. Use and evaluation of PPI for a specific acquisition should be tailored to fit the needs of each acquisition and clearly articulated in the solicitation.
- 8. Source selection officials should use the most relevant, recent PPI available in making the source selection decisions. They must consider updated information provided by the contractor regarding relevant PPI.
- 9. Personnel collecting PPI for use in a particular source selection should consider whether the data received comes from reputable and reliable sources.
- 10. The Government should share all relevant PPI with contractors as part of the past performance evaluation during the source selection process, and must share adverse PPI on which contractors have not had the opportunity to comment.

THE KEYS TO EFFECTIVE PPI ARE FAIRNESS, OPENNESS, AND A COMITMENT TO USING THE INFORMATION AS A TOOL TO IMPROVE PERFORMANCE.